

1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF NEW YORK
3 Case No. 15-10839
4 - - - - - x
5 In the Matter of:
6
7 NANCY JEAN BURBRIDGE, Chapter 13
8 Debtor.
9 - - - - - x
10 Case No. 15-11083
11 - - - - - x
12 In the Matter of:
13
14 LAURIE A. TODD, Chapter 11
15 Debtor.
16 - - - - - x
17 Case No. 16-10694
18 - - - - - x
19 In the Matter of:
20
21 STANLEY LAWRENCE DISTEFANO, JR., Chapter 7
22 Debtor.
23 - - - - - x
24
25

1 US Bankruptcy Court
2 James M. Hanley U.S. Courthouse &
3 Federal Building
4 100 South Clinton Street
5 Syracuse, NY 13261
6

7 September 19, 2016
8
9
10
11
12
13
14
15
16
17
18
19
20

21 B E F O R E :
22 HON MARGARET CANGILOS-RUIZ
23 U.S. BANKRUPTCY JUDGE
24
25 ECRO: CAROLYN BEHM

1 **Hearing re: Mediation Conference**

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25 **Transcribed by: Sonya Ledanski Hyde**

1 A P P E A R A N C E S :

2

3 LEMERY GREISLER, LLC

4 Attorney for Stanley DiStefano and Christi DiStefano

5 50 Beaver Street

6 Albany, New York 12207

7

8 BY: PAUL A. LEVINE

9

10 NOLAN & HELLER, LLP

11 Attorney for Laurie A. Todd

12 39 North Pearl Street

13 Albany, NY 12207

14

15 BY: FRANCIS J. BRENNAN, ESQ.

16

17 MCNAMEE, LOCHNER, TITUS & WILLIAMS, P.C.

18 Attorney for Nancy Jean Burbridge and Doug Burbridge

19 and Janice DiStefano as Petitioning Creditor

20 677 Broadway

21 PO Box 459

22 Albany, New York 12201

23

24 BY: KEVIN LAURIELLIARD, ESQ.

25 PETER PASTORE, ESQ.

1 ALSO PRESENT TELEPHONICALLY:

2

3 NANCY BURBRIDGE

4 DOUGLAS BURBRIDGE, SR.

5 DOUGLAS BURBRIDGE, JR.

6

7 MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP

8 Attorney for Endurance American Insurance Company

9 1300 Mount Kemble Avenue

10 PO Box 2075

11 Morristown, NJ 07962-2075

12

13 BY: ADAM SCHWARTZ, ESQ.

14

15 JACK WILSON, Representative of Endurance American Insurance

16 Company

17

18

19

20

21

22

23

24

25

1 P R O C E E D I N G S

2 THE COURT: Good evening. We want to thank the
3 parties for their patience today and working early in the
4 morning at 10:00 a.m. until -- well, we almost made 12
5 hours, 9:25 tonight.

6 THE COURT: We are calling the case of Nancy
7 Burbridge, Case No. 15-10830; Laurie Todd, Case No. 15-
8 11083; and the pending involuntary petition against Stanley
9 DiStefano, Case No. 16-10694. And I am going to call on the
10 names of the parties that are on the phone and just ask that
11 when I call your name, you indicate that you are on the
12 phone.

13 THE COURT: Nancy Burbridge.

14 MS. BURBRIDGE: Here.

15 THE COURT: And Douglas Burbridge, Sr.

16 MR. BURBRIDGE, SR.: Senior.

17 THE COURT: And Douglas Burbridge, Jr.

18 MR. BURBRIDGE, JR.: Here.

19 THE COURT: And on behalf of Endurance Insurance
20 Company, Adam -- Attorney Adam Schwartz?

21 MR. SCHWARTZ: Here.

22 THE COURT: And your client representative, I
23 understand, Jack Wilson is on the line?

24 MR. WILSON: Here.

25 THE COURT: And in the room presently, I'm going

1 to start on this side on my left and you can indicate who
2 the clients are with you.

3 MR. LEVINE: Paul Levine, Your Honor, Lemery
4 Greisler, here for Stanley DiStefano and also Christi
5 DiStefano.

6 MR. BRENNAN: Frank Brennan, Nolan & Heller, on
7 behalf of Laurie Todd.

8 THE COURT: And counsel?

9 WOMAN: They're on the phone, they want you --

10 MR. LAURIELLIARD: Kevin Laurielliard appearing on
11 behalf of Janice DiStefano and also the Burbridges.

12 MR. BURBRIDGE: And Mr. Burbridge --

13 WOMAN: This hearing --

14 MR. PASTORE: All the Burbridges. Peter Pastore
15 with Kevin Laurielliard. Did you also announce the case of
16 Mr. DiStefano's --

17 MAN: Yes.

18 THE COURT: Yes, I did.

19 MR. PASTORE: -- involuntary petition? We also
20 represent Janice DiStefano as a petitioning creditor in the
21 involuntary. That's McNamee, Lochner, Titus & Williams,
22 Peter Pastore and Kevin Laurielliard.

23 THE COURT: Okay. We started as I indicated and
24 there has been an offer made globally by the DiStefano, Todd
25 and Burbridge entities to Endurance on the outstanding

1 indemnity. And I am going to turn to Lemery Greisler now to
2 indicate the terms, and I'm going to let any other party
3 attorneys who are on the line to also have a chance to speak
4 if they need to clarify any of the terms mentioned.

5 MR. LEVINE: Thank you, Judge. Paul Levine for
6 Stanley and Christi DiStefano. I'm going to endeavor,
7 Judge, to set forth the general terms of the settlement.
8 And I think the parties understand that there are
9 significant details that will still need to be worked out,
10 but the general outline, I think, has been agreed to.

11 Endurance will be paid a total amount of
12 \$1,350,000 and the parties will contribute the following
13 amounts to that total. Stanley DiStefano, \$870,000; Nancy
14 Burbridge, \$170,000; Douglas Burbridge, Jr., \$70,000; and
15 Laurie Todd, \$240,000.

16 With regard to Stanley's share, it's his intent to
17 sell his marital residence at Sage Estates in
18 (indiscernible), New York or Menands, New York, and it's our
19 intent to get that house, once the Court approved the
20 settlement, to get that house on the market as soon as
21 possible. That house was built by Mr. and Mrs. DiStefano in
22 the early '90s. For decades it was titled in Christi and
23 Stanley DiStefano as tenancy by the entirety. When Mr.
24 DiStefano got the reverse mortgage on the house, as a
25 requirement of that mortgage, it had to be titled solely in

1 Mr. DiStefano's name. As part of this, we would like to
2 retitle it back into Christi and Stanley in order to take
3 full advantage of the capital gains tax exemption for a
4 homestead in the marital residence.

5 Endurance has requested collateral in the nature
6 of a mortgage of \$200,000 and would also like to reserve its
7 rights to request additional collateral to protect against
8 additional payment claims being made against its bond. The
9 parties are still discussing the details of endeavoring to
10 provide that, both mortgage and additional rights, and we
11 hope to be able to resolve that. Indeed, we hope to be able
12 to convince Endurance that such additional collateral is not
13 even necessary. But that is an open issue, Judge, and the
14 parties will work together to try to resolve that.

15 Assuming the settlement is consummated and
16 complete, Endurance will reassign to the Green Island
17 Company the lawsuit that's pending against the State of New
18 York. Nancy Burbidge will provide a full release to all
19 other indemnitors, including the company. And Stanley
20 DiStefano, Christi DiStefano and Laurie Todd will similarly
21 provide a full release to all other indemnitors, except the
22 company, it being Stanley and Nancy's -- or I'm sorry --
23 Stanley and Laurie's intent that should the company recover
24 monies from the lawsuit or other assets, that they could be
25 reimbursed for their contributions, as set forth and

1 otherwise, certainly on behalf of Laurie and Stanley.

2 WOMAN: Yes.

3 MR. LEVINE: As part of this, in order to get the
4 house on the market and to otherwise live, Mr. and Mrs.
5 DiStefano, Stanley and Christi, that is, will need to access
6 equity in their Hawaii property and will request the
7 parties' cooperation in doing that.

8 With regard to Nancy Burbidge and Laurie Todd,
9 they will need to access their IRA funds, and it's my
10 understanding that they will seek to do that in a timely
11 fashion, but that they may wish to bridge that between this
12 year and next year so as to minimize tax consequences. And
13 as I said, to fund the settlement, Stanley and Christi will
14 have to sell the Sage estate property and obviously that
15 will take some time, but will endeavor to do it as soon as
16 possible.

17 So, my point is that the parties will need to
18 cooperate as to timing of things. It's our intent, Judge,
19 that this will be set forth in a comprehensive settlement
20 agreement by and amongst the parties and brought on for
21 approval by the Bankruptcy Court, Albany Division, Judge
22 Littlefield, because there are a handful of other creditors
23 in the cases that will need to be noticed properly with
24 regard to such matters.

25 The extra collateral that Endurance is seeking

1 with regard to claims is for valid claims. That's how I
2 understand it, Judge. I'm sure the parties will have
3 something to add, but I think --

4 THE COURT: Do you have anything to add about an
5 escrow. For example, some of the inherited IRAs taken down?

6 MR. LEVINE: Yeah. It -- because there's three
7 parties contributing to the settlement, their contributions
8 may become liquid at different times. So the parties will
9 have to work together to set up what we think may be an
10 escrow, such that Endurance will get all of its money at the
11 same time, or as otherwise agreed by the parties. But we
12 understand that Endurance is making a comprehensive
13 settlement and doesn't want to do this piecemeal, and that
14 consideration for all the parties is that all of this
15 happens. So we'll have to work out the mechanics that.

16 THE COURT: Very good. Would someone like to add
17 on the record on behalf of Laurie Todd? Do you have
18 anything to add? Just in terms of -- I'm taking it from the
19 Debtors' side in terms of the offer first and then I'll turn
20 to Endurance.

21 MR. BRENNAN: Your Honor, that -- Mr. Levine
22 accurately stated our understanding of the terms of the
23 settlement, subject to the resolution of the details for the
24 timing of the funding that Mr. Levine referred to.

25 THE COURT: Okay. And is there something on

1 behalf of --

2 MR. PASTORE: Yes. Peter Pastore on behalf of the
3 Burbridges. Obviously, there will be a release and waiver
4 of any and all contribution claims among the various
5 indemnitors when the settlement becomes final and payment is
6 made. Moreover, the surety will also issue unqualified,
7 unconditional releases of our three clients. With that -- I
8 mean, I think that goes without saying --

9 MAN: Any other indemnitors.

10 MR. PASTORE: Any other indemnitors, right. All
11 the indemnitors. If -- is there any possibility that
12 Endurance would want monies paid prior to the breaking of a
13 total escrow payment? Obviously, the client that put up
14 that money would need those releases at that juncture. And
15 will leave that up to Endurance to make that decision
16 because it may take a little longer for the Sage Hill
17 mansion the soul, and if Endurance -- I don't know if Adam
18 would like to comment on that, but if there would be a
19 release of those monies to Endurance, we would want a
20 correlative release of all indemnitors that are paying at
21 that juncture.

22 MR. WILSON: You know --

23 MR. PASTORE: What's that? Yeah, go ahead, Adam.

24 MR. WILSON: If I may -- I'm sorry, it's Jack
25 Wilson.

1 MR. PASTORE: Oh, Jack.

2 MR. WILSON: The question that I have is I wasn't
3 aware that the Sage property was going to be a piece of this
4 particular settlement deal, and I am a little concerned
5 about the timing on that sale and the equity that is
6 realized at the time of the sale, for obvious reasons. So I
7 don't -- it could take years to sell it. He could take
8 months to sell it, a year to sell it; maybe it doesn't get
9 sold, and then where are we? Is there -- how do we deal
10 with that piece?

11 MR. LEVINE: We have every interest to sell it and
12 if, you know, that's -- if we don't sell it then we're not
13 released, so I guess ultimately that risk falls on us. But,
14 I mean, it's real estate. I don't know what else to tell
15 you about that. I mean that's --

16 THE COURT: And the market right now is pretty
17 stable in that area. I can vouch for that. They have a
18 higher exemption than out in Syracuse. They have more
19 wealthy people coming to the area than Syracuse has, which
20 is not one of the wealthiest - Onondaga County being one of
21 the poorest.

22 MR. WILSON: Okay.

23 MR. SCHWARTZ: This is Adam Schwartz for
24 Endurance. This is the first time we're hearing about the
25 breakdown of who's paying what and we understood it was

1 \$1,350,000. And we understood we were going to have to
2 reserve rights and timing and try to work through that. And
3 now we're hearing different people paying different amounts.
4 We certainly appreciate the number, but we're certainly, in
5 terms of being on the record tonight, we're not agreeing to
6 taking any specific amount of any specific indemnitor.

7 MR. PASTORE: Oh, okay.

8 THE COURT: No, understood --

9 MR. SCHWARTZ: \$1,350,000 to be paid by a certain
10 date.

11 THE COURT: It's \$1,350,000 is the global
12 agreement.

13 MR. SCHWARTZ: Yeah.

14 THE COURT: I thought that part of the problem we
15 had the last time was we didn't get the global offer in and
16 therefore you weren't able to respond. In fact, you are
17 getting separate offers in between in the interim and you
18 didn't want that. So the idea is to have a global
19 settlement that gets it settled on both sides of the
20 equation. And for that, we've had a yeoman effort today to
21 have the one half all combined to be able to come up with a
22 number that you have said is acceptable. Go ahead.

23 MR. LAURIELLIARD: And if I could add -- yeah,
24 this is Kevin Lauriellard, and I just want to add, though,
25 that there's different components to this settlement. And I

1 understand Endurance is saying, we're not settled unless
2 we've got a total of \$1,350,000. But my understanding is,
3 vis-à-vis the indemnitors and their rights of contribution,
4 we are settling. So in other words, if we pay our \$240,000
5 and somehow you are unable to sell Sage Estates, no, we're
6 not -- we're not establishing our --

7 MAN: No.

8 MR. LAURIELLIARD: -- rights vis-à-vis one
9 another?

10 MR. SCHWARTZ: For example, we're making a global
11 settlement. Everybody's got to contribute their money.

12 MR. LAURIELLIARD: We are.

13 MR. SCHWARTZ: Endurance has to be paid, and then
14 everybody gets released.

15 MR. LAURIELLIARD: No, no, no. I understand. But
16 what I'm saying, this is news to me. If we pay \$240,000
17 total, Douglas Jr. pays \$70,000, Nancy pays \$170,000, and
18 then for some reason something outside their control, the
19 sale or lack of sale, if Sage Estates doesn't happen, we're
20 back at square one. We're settling up our pro rata --

21 MR. SCHWARTZ: No, no.

22 MAN: No.

23 MR. LAURIELLIARD: No?

24 MR. SCHWARTZ: It's a global settlement for the
25 same --

1 MR. LAURIELLIARD: I know. I understand that vis-
2 à-vis Endurance. I'm talking about vis-à-vis one another.

3 MR. SCHWARTZ: Vis-à-vis one another and
4 Endurance. It's a global settlement.

5 MR. LAURIELLIARD: Whoa. So we're carrying this
6 risk --

7 MR. BRENNAN: Your Honor --

8 MR. LAURIELLIARD: -- of something we have no
9 control over?

10 MR. BRENNAN: Frank Brennan on behalf of Laurie
11 Todd. That was my understanding as well. This is a global
12 settlement offer. It's either settled as to Endurance and
13 all parties, or it's not settled as to any of them.

14 MR. LAURIELLIARD: Okay. So if Dougie can't pay
15 the \$70,000, we're back at square one. That's what we're
16 saying.

17 THE COURT: Well, I don't think Endurance needs to
18 know about the piece --

19 MAN: Right, I mean there are circumstances --

20 THE COURT: -- the pieces were placed on the
21 record right now so that the parties are committing right
22 now that this is their part of the global settlement.
23 That's how we are getting there.

24 MR. LAURIELLIARD: No, I understand. But there's
25 two major components and I thought we were settling both

1 sides of it. But I guess it doesn't sound that way.

2 THE COURT: Okay. Mr. Schwartz, did you want to
3 say anything before I get people's assent on the record to
4 what's going on here?

5 MR. SCHWARTZ: Yeah, quickly. So actually
6 Endurance is treating this matter, you know, joint and
7 several liability until their, you know, settlement is paid
8 of \$1,350,000. That's number 1. Number 2, the rights that
9 Endurance has against -- to a claim against the estate, that
10 won't be released until Endurance is paid in full. And
11 number 3, you know, we also reserve our right
12 (indiscernible) generally. But we appreciate the \$1,350,000
13 that's being talked about.

14 THE COURT: Very good. In the details, of course,
15 are -- the devil is in the details, but you're going to work
16 it out, or God's in the details, whichever way we get there.

17 I am going to now turn to Stanley DiStefano and
18 Christi DiStefano and ask -- you've heard the terms on the
19 record. Are you in agreement with what your attorney has
20 stated?

21 MR. DISTEFANO: Yes.

22 THE COURT: And?

23 MR. DISTEFANO: Yes.

24 THE COURT: And yes. And I'm going to turn to Mr.
25 Brennan's client, Laurie Todd, and ask to indicate, are you

1 in agreement with the terms? And just speak right into the
2 microphone if you would with the terms, nice and loudly.

3 MS. TODD: Yes.

4 THE COURT: Okay. And let me turn to -- I'm going
5 to call the names separately. Douglas Burbridge, Sr.? Are
6 you in agreement with the terms that have been stated on the
7 record?

8 MR. BURBRIDGE, SR.: Yes.

9 THE COURT: And Nancy Burbridge, are you in
10 agreement?

11 MS. BURBRIDGE: Yes.

12 THE COURT: And Douglas Burbridge, Jr., are you in
13 agreement?

14 MR. BURBRIDGE, JR.: Yes.

15 THE COURT: And Mr. Schwartz I take your comments
16 and what Mr. Wilson said. Mr. Wilson, you heard the terms
17 and what has been expressed today. Are you in agreement on
18 behalf of Endurance Insurance Company?

19 MR. WILSON: Yes.

20 THE COURT: Then I pronounce that we have had a
21 settlement and I thank all the parties again for taking the
22 laboring oar and having their patience today. I just trust
23 that in the same spirit, everyone can move ahead with their
24 lives and that you will be able to work out the details.
25 But it will certainly be within a framework that the Court

1 is so ordering tonight.

2 Thank you again.

3 ALL: Thank you.

4 MAN: We appreciate the Court's time.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

RULINGS

	Page	Line
Settlement Approved	18	22

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing
transcript is a true and accurate record of the proceedings.

Sonya
Ledanski Hyde

Digitally signed by Sonya Ledanski
Hyde
DN: cn=Sonya Ledanski Hyde, o, ou,
email=digital1@veritext.com, c=US
Date: 2016.09.22 15:23:34 -04'00'

Sonya Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: September 21, 2016

&	3	18:6,10,13,17 ahead 12:23 14:22 18:23 albany 4:6,13,22 10:21 american 5:8,15 amount 8:11 14:6 amounts 8:13 14:3 announce 7:15 appearing 7:10 appreciate 14:4 17:12 19:4 approval 10:21 approved 8:19 20:5 area 13:17,19 assent 17:3 assets 9:24 assuming 9:15 attorney 4:4,11 4:18 5:8 6:20 17:19 attorneys 8:3 avenue 5:9 aware 13:3	16:10 brennan's 17:25 bridge 10:11 broadway 4:20 brought 10:20 building 2:3 built 8:21 burbridge 1:7 4:18,18 5:3,4,5 6:7,13,14,15,16 6:17,18 7:12,12 7:25 8:14,14 9:18 10:8 18:5,8,9,11 18:12,14 burbridges 7:11 7:14 12:3
& 2:2 4:10,17 5:7 7:6,21	3 17:11 300 21:22 330 21:21 39 4:12		
0			
07962-2075 5:11	4		
1	459 4:21		
1 17:8 1,350,000 8:12 14:1,9,11 15:2 17:8,12 100 2:4 10:00 6:4 11 1:14 11083 6:8 11501 21:23 12 6:4 12201 4:22 12207 4:6,13 13 1:7 1300 5:9 13261 2:5 15 6:7 15-10830 6:7 15-10839 1:3 15-11083 1:10 16-10694 1:17 6:9 170,000 8:14 15:17 18 20:5 19 2:7	5 50 4:5 6 677 4:20 7 7 1:21 70,000 8:14 15:17 16:15 8 870,000 8:13 9 90s 8:22 9:25 6:5 a a.m. 6:4 able 9:11,11 14:16 14:21 18:24 acceptable 14:22 access 10:5,9 accurate 21:4 accurately 11:22 adam 5:13 6:20 6:20 12:17,23 13:23 add 11:3,4,16,18 14:23,24 additional 9:7,8 9:10,12 advantage 9:3 agreed 8:10 11:11 agreeing 14:5 agreement 10:20 14:12 17:19 18:1	b b 2:21 back 9:2 15:20 16:15 bankruptcy 1:1 2:1,23 10:21 beaver 4:5 behalf 6:19 7:7,11 10:1 11:17 12:1,2 16:10 18:18 behm 2:25 bond 9:8 box 4:21 5:10 breakdown 13:25 breaking 12:12 brennan 4:15 7:6 7:6 11:21 16:7,10	c c 4:1 6:1 21:1,1 call 6:9,11 18:5 calling 6:6 cangilos 2:22 capital 9:3 carolyn 2:25 carpenter 5:7 carrying 16:5 case 1:3,10,17 6:6 6:7,7,9 7:15 cases 10:23 certain 14:9 certainly 10:1 14:4,4 18:25 certified 21:3 chance 8:3 chapter 1:7,14,21 christi 4:4 7:4 8:6 8:22 9:2,20 10:5 10:13 17:18 circumstances 16:19 claim 17:9 claims 9:8 11:1,1 12:4
2	2 17:8 200,000 9:6 2016 2:7 21:25 2075 5:10 21 21:25 22 20:5 240,000 8:15 15:4 15:16		

[clarify - good]

Page 2

clarify 8:4 client 6:22 12:13 17:25 clients 7:2 12:7 clinton 2:4 collateral 9:5,7,12 10:25 combined 14:21 come 14:21 coming 13:19 comment 12:18 comments 18:15 committing 16:21 company 5:8,16 6:20 9:17,19,22 9:23 18:18 complete 9:16 components 14:25 16:25 comprehensive 10:19 11:12 concerned 13:4 conference 3:1 consequences 10:12 consideration 11:14 consummated 9:15 contribute 8:12 15:11 contributing 11:7 contribution 12:4 15:3 contributions 9:25 11:7 control 15:18 16:9 convince 9:12 cooperate 10:18 cooperation 10:7 correlative 12:20 counsel 7:8	country 21:21 county 13:20 course 17:14 court 1:1 2:1 6:2,6 6:13,15,17,19,22 6:25 7:8,18,23 8:19 10:21 11:4 11:16,25 13:16 14:8,11,14 16:17 16:20 17:2,14,22 17:24 18:4,9,12 18:15,20,25 court's 19:4 courthouse 2:2 creditor 4:19 7:20 creditors 10:22 d d 6:1 20:1 date 14:10 21:25 deal 13:4,9 debtor 1:8,15,22 debtors' 11:19 decades 8:22 decision 12:15 details 8:9 9:9 11:23 17:14,15,16 18:24 deutsch 5:7 devil 17:15 different 11:8 14:3,3,25 discussing 9:9 distefano 1:21 4:4 4:4,19 6:9 7:4,5 7:11,20,24 8:6,13 8:21,23,24 9:20 9:20 10:5 17:17 17:18,21,23 distefano's 7:16 9:1 district 1:2 division 10:21	doing 10:7 doug 4:18 dougie 16:14 douglas 5:4,5 6:15 6:17 8:14 15:17 18:5,12 e e 2:21,21 4:1,1 6:1 6:1 20:1 21:1 early 6:3 8:22 ecro 2:25 effort 14:20 either 16:12 endeavor 8:6 10:15 endeavoring 9:9 endurance 5:8,15 6:19 7:25 8:11 9:5 9:12,16 10:25 11:10,12,20 12:12 12:15,17,19 13:24 15:1,13 16:2,4,12 16:17 17:6,9,10 18:18 entirety 8:23 entities 7:25 equation 14:20 equity 10:6 13:5 escrow 11:5,10 12:13 esq 4:15,24,25 5:13 establishing 15:6 estate 10:14 13:14 17:9 estates 8:17 15:5 15:19 evening 6:2 everybody 15:14 everybody's 15:11 example 11:5 15:10	exemption 9:3 13:18 expressed 18:17 extra 10:25 f f 2:21 21:1 fact 14:16 falls 13:13 fashion 10:11 federal 2:3 final 12:5 first 11:19 13:24 following 8:12 foregoing 21:3 forth 8:7 9:25 10:19 framework 18:25 francis 4:15 frank 7:6 16:10 full 9:3,18,21 17:10 fund 10:13 funding 11:24 funds 10:9 g g 6:1 gains 9:3 general 8:7,10 generally 17:12 getting 14:17 16:23 global 14:11,15 14:18 15:10,24 16:4,11,22 globally 7:24 go 12:23 14:22 god's 17:16 goes 12:8 going 6:9,25 8:1,2 8:6 13:3 14:1 17:4 17:15,17,24 18:4 good 6:2 11:16 17:14
--	--	--	--

[green - new]

Page 3

green 9:16 greisler 4:3 7:4 8:1 guess 13:13 17:1	intent 8:16,19 9:23 10:18 interest 13:11 interim 14:17 involuntary 6:8 7:19,21 ira 10:9 iras 11:5 island 9:16 issue 9:13 12:6	laurielliard 4:24 7:10,10,15,22 14:23,24 15:8,12 15:15,23 16:1,5,8 16:14,24 lawrence 1:21 lawsuit 9:17,24 leave 12:15 ledanski 3:25 21:3 21:8 left 7:1 legal 21:20 lemery 4:3 7:3 8:1 levine 4:8 7:3,3 8:5,5 10:3 11:6,21 11:24 13:11 liability 17:7 line 6:23 8:3 20:4 liquid 11:8 little 12:16 13:4 littlefield 10:22 live 10:4 lives 18:24 llc 4:3 llp 4:10 5:7 lochner 4:17 7:21 longer 12:16 loudly 18:2	matters 10:24 mcclroy 5:7 mcnamee 4:17 7:21 mean 12:8 13:14 13:15 16:19 mechanics 11:15 mediation 3:1 menands 8:18 mentioned 8:4 microphone 18:2 mineola 21:23 minimize 10:12 money 11:10 12:14 15:11 monies 9:24 12:12 12:19 months 13:8 morning 6:4 morristown 5:11 mortgage 8:24,25 9:6,10 mount 5:9 move 18:23 mulvaney 5:7
h	j	lochner 4:17 7:21 longer 12:16 loudly 18:2	n
half 14:21 handful 10:22 hanley 2:2 happen 15:19 happens 11:15 hawaii 10:6 heard 17:18 18:16 hearing 3:1 7:13 13:24 14:3 heller 4:10 7:6 higher 13:18 hill 12:16 homestead 9:4 hon 2:22 honor 7:3 11:21 16:7 hope 9:11,11 hours 6:5 house 8:19,20,21 8:24 10:4 hyde 3:25 21:3,8	j 4:15 jack 5:15 6:23 12:24 13:1 james 2:2 janice 4:19 7:11 7:20 jean 1:7 4:18 joint 17:6 jr 1:21 5:5 6:17,18 8:14 15:17 18:12 18:14 judge 2:23 8:5,7 9:13 10:18,21 11:2 juncture 12:14,21	m	n 4:1 6:1 20:1 21:1 name 6:11 9:1 names 6:10 18:5 nancy 1:7 4:18 5:3 6:6,13 8:13 9:18 10:8 15:17 18:9 nancy's 9:22 nature 9:5 necessary 9:13 need 8:4,9 10:5,9 10:17,23 12:14 needs 16:17 new 1:2 4:6,22 8:18,18 9:17
i	k	lochner 4:17 7:21 longer 12:16 loudly 18:2	n
idea 14:18 including 9:19 indemnitor 14:6 indemnitors 9:19 9:21 12:5,9,10,11 12:20 15:3 indemnity 8:1 indicate 6:11 7:1 8:2 17:25 indicated 7:23 indiscernible 8:18 17:12 inherited 11:5 insurance 5:8,15 6:19 18:18	kemble 5:9 kevin 4:24 7:10 7:15,22 14:24 know 12:17,22 13:12,14 16:1,18 17:6,7,11	l	n
idea 14:18 including 9:19 indemnitor 14:6 indemnitors 9:19 9:21 12:5,9,10,11 12:20 15:3 indemnity 8:1 indicate 6:11 7:1 8:2 17:25 indicated 7:23 indiscernible 8:18 17:12 inherited 11:5 insurance 5:8,15 6:19 18:18	laboring 18:22 lack 15:19 laurie 1:14 4:11 6:7 7:7 8:15 9:20 10:1,8 11:17 16:10 17:25 laurie's 9:23	l	n

<p>news 15:16</p> <p>nice 18:2</p> <p>nj 5:11</p> <p>nolan 4:10 7:6</p> <p>north 4:12</p> <p>northern 1:2</p> <p>noticed 10:23</p> <p>number 14:4,22 17:8,8,11</p> <p>ny 2:5 4:13 21:23</p>	<p>parties 6:3,10 8:8 8:12 9:9,14 10:7 10:17,20 11:2,7,8 11:11,14 16:13,21 18:21</p> <p>party 8:2</p> <p>pastore 4:25 7:14 7:14,19,22 12:2,2 12:10,23 13:1 14:7</p> <p>patience 6:3 18:22</p> <p>paul 4:8 7:3 8:5</p> <p>pay 15:4,16 16:14</p> <p>paying 12:20 13:25 14:3</p> <p>payment 9:8 12:5 12:13</p> <p>pays 15:17,17</p> <p>pearl 4:12</p> <p>pending 6:8 9:17</p> <p>people 13:19 14:3</p> <p>people's 17:3</p> <p>peter 4:25 7:14,22 12:2</p> <p>petition 6:8 7:19</p> <p>petitioning 4:19 7:20</p> <p>phone 6:10,12 7:9</p> <p>piece 13:3,10 16:18</p> <p>piecemeal 11:13</p> <p>pieces 16:20</p> <p>placed 16:20</p> <p>po 4:21 5:10</p> <p>point 10:17</p> <p>poorest 13:21</p> <p>possibility 12:11</p> <p>possible 8:21 10:16</p> <p>present 5:1</p> <p>presently 6:25</p> <p>pretty 13:16</p>	<p>prior 12:12</p> <p>pro 15:20</p> <p>problem 14:14</p> <p>proceedings 21:4</p> <p>pronounce 18:20</p> <p>properly 10:23</p> <p>property 10:6,14 13:3</p> <p>protect 9:7</p> <p>provide 9:10,18 9:21</p> <p>put 12:13</p>	<p>reserve 9:6 14:2 17:11</p> <p>residence 8:17 9:4</p> <p>resolution 11:23</p> <p>resolve 9:11,14</p> <p>respond 14:16</p> <p>retitle 9:2</p> <p>reverse 8:24</p> <p>right 12:10 13:16 16:19,21,21 17:11 18:1</p> <p>rights 9:7,10 14:2 15:3,8 17:8</p> <p>risk 13:13 16:6</p> <p>road 21:21</p> <p>room 6:25</p> <p>ruiz 2:22</p> <p>rulings 20:3</p>
<p>o</p>		<p>q</p>	
<p>o 2:21 6:1 21:1</p> <p>oar 18:22</p> <p>obvious 13:6</p> <p>obviously 10:14 12:3,13</p> <p>offer 7:24 11:19 14:15 16:12</p> <p>offers 14:17</p> <p>oh 13:1 14:7</p> <p>okay 7:23 11:25 13:22 14:7 16:14 17:2 18:4</p> <p>old 21:21</p> <p>once 8:19</p> <p>onondaga 13:20</p> <p>open 9:13</p> <p>order 9:2 10:3</p> <p>ordering 19:1</p> <p>outline 8:10</p> <p>outside 15:18</p> <p>outstanding 7:25</p>		<p>question 13:2</p> <p>quickly 17:5</p>	
		<p>r</p>	
<p>p 4:1,1 6:1</p> <p>p.c. 4:17</p> <p>page 20:4</p> <p>paid 8:11 12:12 14:9 15:13 17:7 17:10</p> <p>part 9:1 10:3 14:14 16:22</p> <p>particular 13:4</p>		<p>r 2:21 4:1 6:1 21:1</p> <p>rata 15:20</p> <p>real 13:14</p> <p>realized 13:6</p> <p>reason 15:18</p> <p>reasons 13:6</p> <p>reassign 9:16</p> <p>record 11:17 14:5 16:21 17:3,19 18:7 21:4</p> <p>recover 9:23</p> <p>referred 11:24</p> <p>regard 8:16 10:8 10:24 11:1</p> <p>reimbursed 9:25</p> <p>release 9:18,21 12:3,19,20</p> <p>released 13:13 15:14 17:10</p> <p>releases 12:7,14</p> <p>represent 7:20</p> <p>representative 5:15 6:22</p> <p>request 9:7 10:6</p> <p>requested 9:5</p> <p>requirement 8:25</p>	<p>s</p>
			<p>s 4:1 6:1</p> <p>sage 8:17 10:14 12:16 13:3 15:5 15:19</p> <p>sale 13:5,6 15:19 15:19</p> <p>saying 12:8 15:1 15:16 16:16</p> <p>schwartz 5:13 6:20,21 13:23,23 14:9,13 15:10,13 15:21,24 16:3 17:2,5 18:15</p> <p>seek 10:10</p> <p>seeking 10:25</p> <p>sell 8:17 10:14 13:7,8,8,11,12 15:5</p> <p>senior 6:16</p> <p>separate 14:17</p> <p>separately 18:5</p> <p>september 2:7 21:25</p>

[set - york]

Page 5

set 8:7 9:25 10:19 11:9 settled 14:19 15:1 16:12,13 settlement 8:7,20 9:15 10:13,19 11:7,13,23 12:5 13:4 14:19,25 15:11,24 16:4,12 16:22 17:7 18:21 20:5 settling 15:4,20 16:25 share 8:16 side 7:1 11:19 sides 14:19 17:1 significant 8:9 similarly 9:20 sold 13:9 solely 8:25 solutions 21:20 sonya 3:25 21:3,8 soon 8:20 10:15 sorry 9:22 12:24 soul 12:17 sound 17:1 south 2:4 speak 8:3 18:1 specific 14:6,6 spirit 18:23 square 15:20 16:15 sr 5:4 6:15,16 18:5,8 stable 13:17 stanley 1:21 4:4 6:8 7:4 8:6,13,23 9:2,19,22,23 10:1 10:5,13 17:17 stanley's 8:16 start 7:1 started 7:23	state 9:17 stated 11:22 17:20 18:6 states 1:1 street 2:4 4:5,12 subject 11:23 suite 21:22 sure 11:2 surety 12:6 syracuse 2:5 13:18,19	titus 4:17 7:21 today 6:3 14:20 18:17,22 todd 1:14 4:11 6:7 7:7,24 8:15 9:20 10:8 11:17 16:11 17:25 18:3 tonight 6:5 14:5 19:1 total 8:11,13 12:13 15:2,17 transcribed 3:25 transcript 21:4 treating 17:6 true 21:4 trust 18:22 try 9:14 14:2 turn 8:1 11:19 17:17,24 18:4 two 16:25	vouch 13:17 w waiver 12:3 want 6:2 7:9 11:13 12:12,19 14:18,24 17:2 way 17:1,16 we've 14:20 15:2 wealthiest 13:20 wealthy 13:19 we're 15:1 16:15 16:15 whichever 17:16 whoa 16:5 williams 4:17 7:21 wilson 5:15 6:23 6:24 12:22,24,25 13:2,22 18:16,16 18:19 wish 10:11 woman 7:9,13 10:2 words 15:4 work 9:14 11:9,15 14:2 17:15 18:24 worked 8:9 working 6:3
	t t 21:1,1 take 9:2 10:15 12:16 13:7,7 18:15 taken 11:5 talked 17:13 talking 16:2 tax 9:3 10:12 telephonically 5:1 tell 13:14 tenancy 8:23 terms 8:2,4,7 11:18,19,22 14:5 17:18 18:1,2,6,16 thank 6:2 8:5 18:21 19:2,3 things 10:18 think 8:8,10 11:3 11:9 12:8 16:17 thought 14:14 16:25 three 11:6 12:7 time 10:15 11:11 13:6,24 14:15 19:4 timely 10:10 times 11:8 timing 10:18 11:24 13:5 14:2 titled 8:22,25	u u.s. 2:2,23 ultimately 13:13 unable 15:5 unconditional 12:7 understand 6:23 8:8 11:2,12 15:1 15:15 16:1,24 understanding 10:10 11:22 15:2 16:11 understood 13:25 14:1,8 united 1:1 unqualified 12:6 v valid 11:1 various 12:4 veritext 21:20 vis 15:3,3,8,8 16:1 16:2,2,2,3,3	x x 1:4,9,11,16,18 1:23 20:1 y yeah 11:6 12:23 14:13,23 17:5 year 10:12,12 13:8 years 13:7 yeoman 14:20 york 1:2 4:6,22 8:18,18 9:18

[à - à]

à
à 15:3,8 16:2,2,3